

AGENDA MEETING

MALVERN CITY COUNCIL
Monday, August 1, 2016
CITY HALL COURTROOM, 6:30 P.M.

I. CALL THE MEETING TO ORDER

II. OLD BUSINESS

- A. *3rd Reading – Ordinance Prohibiting Jake Brakes*

III. NEW BUSINESS

- A. *Accept bids – Water Works repairs under bridge*
- B. *Resolution – Airport Grant*
- C. *Accept bids – Airport Taxiway*
- D. *Agreement – McClelland Engineering Services for the Airport*
- E. *Ordinance – Levying taxes for 2017*

IV. CITIZENS WISHING TO APPEAR

V. MAYOR REPORTS

VI. ADJOURNMENT



Tabulation of Bids Received
MALVERN WATER WORKS
WATER LINE HANGER REPLACEMENT
I-30 BRIDGE
MALVERN, ARKANSAS
Bids Received July 14, 2016 at 10:00 AM

Item	Description	Quantity	Unit	J.L. Bry-son, Inc. Huntsville, AR		J.S. Haren Company Athens, TN		RBIS, LLC. Texarkana, TX	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Existing Water Line Hanger Removal and New Hanger Installation	55	EA	\$1,150.00	\$63,250.00	\$1,750.00	\$96,250.00	\$2,475.00	\$136,125.00
2	Traffic Control	LUMP SUM			\$12,000.00		\$52,500.00		\$24,750.00
3	Inspection of 12" D.I.P. Sewer Line on Eastbound Bridge	LUMP SUM			\$11,750.00		\$11,000.00		\$21,650.00
TOTAL BID					\$87,000.00		\$159,750.00		\$182,525.00

This is a true and complete tabulation of the Bids received by Malvern Water Works on Thursday, July 14, 2016 at 10:00 AM in Malvern, Arkansas for the Water Line Hanger Replacement, I-30 Bridge.

Matthew D. Dunn, P.E.

RESOLUTION NO.

A RESOLUTION SEEKING GRANT ASSISTANCE FOR THE DESIGN AND CONSTRUCTION OF A PARTIAL PARALLEL TAXIWAY AT THE MALVERN MUNICIPAL AIRPORT (AIP NO. 3-05-0037-007-2016)

WHEREAS, the Malvern Municipal Airport Commission is seeking a grant from the Federal Aviation Administration (FAA) and Arkansas Department of Aeronautics for the design and construction of a partial parallel taxiway at the Malvern Municipal Airport, and

WHEREAS, the estimated cost of said project is \$593,320.00; and the FAA grant being sought is 90% federally funded and 10% owner funded, in which the 10% may be reimbursable from the Arkansas Department of Aeronautics.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MALVERN AS FOLLOWS:

Section 1. That the Malvern City Council supports the efforts of the Malvern Municipal Airport Commission contingent upon receiving the grant offer from the FAA and Arkansas Department of Aeronautics; and

Section 2. That the Malvern City Council, upon receipt of said grant, accepts the grant and authorizes the Mayor to execute aforementioned grant agreement.

Passed this _____ day of _____, 2016.

APPROVED:

Brenda Weldon, Mayor

ATTEST:

Phyllis Dial, City Clerk

BID RECORD

PROJECT: Malvern Municipal Airport Partial Parallel Taxiway – Phase I

TIME & DATE: 11:30 A.M., July 28, 2016

PLACE: City Hall, 304 Locust, Malvern, Arkansas

ENGINEER: McClelland Consulting Engineers, Inc.
900 West Markham
Little Rock, Arkansas 72201
(501) 371-0272

CONTRACTOR (Name, Address & Phone Number)	BID BOND	ADDENDUMS	BID SIGNED	BASE BID
All Service Electric 182 Whited Farm Lane Hot Springs National Park, AR (501) 767-8424				
Ford Engineering, Inc. 1607 East 16 th Street Russellville, AR (479) 858-6120				
Pioneer Civil Construction, LLC 120 Highway 133 Spur Crossett, AR (870) 364-5900	5%	N/A	✓	TBB A+B 459,317.50 A+B-DA1 458,547.50
Redstone Construction Group 505 West Dixon Road Little Rock, AR (501) 374-1557	5%	N/A	✓	TBB A+B 506,376.00 B A+B-DA1 505,716.00
Tri State Track 4975 Malvern Avenue Hot Springs, AR (501) 844-0245				

**BASIC AGREEMENT TO FURNISH ENGINEERING SERVICES
TO
THE MALVERN MUNICIPAL AIRPORT COMMISSION, MALVERN, ARKANSAS**

This Agreement made this 27th day of July, 2016, between the firm of McClelland Consulting Engineers, Inc., hereinafter referred to as the ENGINEER, and the Malvern Municipal Airport Commission, Malvern, Arkansas, hereinafter referred to as the OWNER, wherein the ENGINEER agrees to provide certain services as defined in Article 1 and for the consideration defined in Article 2 herein.

ARTICLE 1

The OWNER selected the ENGINEER to provide engineering Services for the Malvern Municipal Airport Commission, Malvern, Arkansas, for airport development, and to provide special services beyond the scope of basic design services. These services and others, when requested by the OWNER, will be described in specific Work Orders which become a part of the Basic Agreement upon execution. The ENGINEER agrees to perform the services described in the Work Orders after execution by both parties of the Agreement.

The services provided by the ENGINEER are anticipated to include but not limited to:

- Apron Expansion
- Airfield Lighting & NAVAIDS
- Runway/Taxiway & Apron Overlay/Rehabilitation
- Runway/Taxiway Extension
- Surveys
- Property Acquisition
- Environmental and Planning Studies
- Safety Area Evaluation/Corrections
- Hangars
- Security Fencing
- Aviation Fuel Systems
- Other Items of Work not determined at this time, but detailed in future Work Orders approved by the OWNER.

ARTICLE 2

The compensation for services to be provided will be negotiated and specified in each Work Order.

ARTICLE 3

Payment to the ENGINEER for services provided as described in Article 1 is to be made within thirty (30) days after date of billing. The amount due will be for services rendered during the previous month based on the percentage of completion or actual costs, as appropriate.

ARTICLE 4

It is further mutually agreed by the parties hereto:

- 4.1 That the OWNER will designate a representative to direct and coordinate the efforts of the ENGINEER who will be the only source of instructions to the ENGINEER and who shall have the OWNER to interpret the AUTHORITIE'S policy as necessary to maintain the ENGINEER'S work schedule, administer the Agreement, and certify the ENGINEER'S payment requests.
- 4.2 That the OWNER shall make available to the ENGINEER all technical data in the AUTHORITIE'S possession, including laboratory tests, maps, surveys, borings, and other information required by the ENGINEER and relating to the ENGINEER'S work.
- 4.3 That the OWNER will provide staff assistance in locating and uncovering existing utilities when necessary in the project area.
- 4.4 That the estimates of cost for the Project(s) provided for herein are to be prepared by the ENGINEER through exercise of his experience and judgment in applying presently available cost data, but it is recognized that the ENGINEER has no control over cost of labor and materials conditions, so that he can not warrant that the Project construction cost will not vary from his cost estimate. If OWNER wishes greater assurance as to probable construction cost, OWNER shall employ an independent cost estimator.
- 4.5 It is anticipated that most of the work orders will be completed on a lump sum basis, cost plus fixed fee, hourly rate basis or as set forth in the Work Orders.

That the ENGINEER's direct expenses are defined as the costs incurred on or directly for the Project, other than the Salary and General Overhead Costs, as defined hereinbefore. Such direct expenses shall be computed on the basis of actual purchase price for items obtained from commercial sources and on the basis of usual commercial charges for items provided by the ENGINEER.

Direct expenses shall include, but not be limited to, necessary transportation costs, including mileage at the ENGINEER'S current rate per mile when the ENGINEER'S own automobiles are used, meals and lodging, laboratory tests and analyses, courier services, word processing services, telephone, and printing and binding charges.

- 4.6 That if payment of the amount due as prescribed in Article 2, or any portion thereof, is not made within the period specified in Article 3, interest on the unpaid balance thereof will accrue at the rate of ten (10) percent per annum and become due and payable at the time said overdue payments are made.

- 4.7 That the ENGINEER shall maintain a level of competency presently maintained by other practicing professional engineers in the same type of work for the professional and technical soundness and accuracy of all designs, drawings, specifications, and other work and materials furnished under this Agreement.
- 4.8 That either party may terminate this Agreement at any time by a notice in writing to the other party. If the Agreement is terminated as provided herein, the ENGINEER will be paid for services actually performed; the amount of said payment shall bear the same ratio to the total compensation specified as the services actually performed bear to the total services of the ENGINEER, less payments of compensation previously made.
- 4.9 That the OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the amount of the ENGINEER'S compensation, which are mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated in written amendments to this Agreement.
- 4.10 That the OWNER shall pay for all costs of publishing advertisements for bids, for obtaining drawing reviews, permits, and licenses that may be required by local, state, or federal authorities and shall pay for and secure the necessary land, easements, and rights-of-way as described by the ENGINEER or local surveyor.
- 4.11 That all claims, counter-claims, disputes and other matters in question between the OWNER and the ENGINEER arising out of or relating to this Agreement or in the breach thereof, will be decided by binding arbitration only if both parties hereto specifically agree to the use of arbitration in regard to the individual matter in dispute. The total liability, in the aggregate, of the ENGINEER and the ENGINEER'S Officers, Directors, Employees, Agents and Independent Professional Associates and Consultants, and any of them to OWNER, and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the ENGINEER'S services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability, or breach of contract of the ENGINEER or the ENGINEER'S Officers, Directors, Employees, Agents or Independent Professional Associates or Consultants, or any of them, shall not exceed the total compensation received by the ENGINEER under the agreement.

- 4.12 That, in the event of any legal or other controversy requiring the services of the ENGINEER in providing expert testimony in connection with the Project, except suits or claims by third parties against the OWNER arising out of errors or omissions of the ENGINEER, the OWNER shall pay the ENGINEER for services rendered in regard to such legal or other controversy on a basis to be negotiated.

That the OWNER will pay the ENGINEER for labor and expenses incurred in satisfying the requirements and assisting in any audit required by the OWNER or any of their duly authorized representatives. The basis of payment will be specified in an Amendment to this Agreement.

- 4.13 That visits to a construction site and observations made by the ENGINEER as part of his services shall not relieve the construction contractor(s) of his obligation to conduct comprehensive inspections of this work sufficient to ensure conformance with the intent of the Contract Documents and shall not relieve the construction contractor(s) of his responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all work under the construction contract(s) and for all safety precautions incidental thereto. Such visits by the ENGINEER are not to be construed as part of the observation duties of on-site observation personnel.
- 4.14 That the ENGINEER shall provide partial on-site observation personnel as required and will make reasonable efforts to guard the OWNER against defects and deficiencies in the work of the contractor(s) and to help determine if the construction contract(s) has been fulfilled. Their day-to-day observation will not, however, cause the ENGINEER to be responsible for those duties and responsibilities which belong to the construction contractor(s) and which include, but are not limited to, full responsibility for the techniques and sequences of construction and the safety precautions incidental thereto and for performing the construction work in accordance with Contract Documents.
- 4.15 That the ENGINEER has the right to subcontract services; however, the OWNER has the right to approve subcontractors who perform work on the Project in excess of \$10,000.
- 4.16 All documents including drawings, specifications, estimates, field notes, and other data pertaining to the work or to the Project shall become the property of the OWNER. The OWNER shall not be restricted in the subsequent use of the design, design documents, or ideas incorporated in the work. However, the ENGINEER shall bear no responsibility for such reuse of the design unless specifically agreed to in writing.
- 4.17 That this Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.

ARTICLE 5

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF MALVERN, ARKANSAS
MALVERN MUNICIPAL AIRPORT COMMISSION

By: _____
Brenda Weldon, Mayor

Dated the _____ day of _____, 2016

Attest: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.

By: _____
James M. (Mitch) Rose, Exec. Vice Pres./Tres.

Dated the 27th day of July, 2016

Attest: Matthew Vinyard
Matthew Vinyard, P.E., Project Manager

ORDINANCE NO.

AN ORDINANCE LEVYING CITY TAXES FOR THE YEAR 2017 FOR GENERAL FUND, POLICE PENSION AND RELIEF, AND FIREMEN'S PENSION AND RELIEF

WHEREAS, it is necessary that the City Council of the City of Malvern, Hot Spring County, Arkansas, levy the following real estate taxes:

- 5 Mills for City General Fund
- .5 Mill for Police Pension and Relief
- 1 Mill for Firemen Pension and Relief

WHEREAS, it is necessary that this levy be furnished to the County Clerk of Hot Spring County, and the Secretary of State.

NOW, THEREFORE, BE IT ORDAINED BY THE MALVERN CITY COUNCIL:

Section 1. That the following Real Estate Taxes are hereby levied by the City of Malvern, Arkansas:

- A. 5 Mills for City General Fund
- B. .5 Mill for Police Pension and Relief
- C. 1 Mill for Firemen Pension and Relief

Section 2. Nothing herein shall be construed to alter or change the terms or conditions of the present franchise under which the City is operating.

Section 3. All other ordinances, agreements, or parts of ordinances and agreements in conflict with the provisions of this ordinance are hereby repealed.

PASSED this ___ day of ____ 2016.

ATTEST:

Brenda J. Weldon, Mayor

Phyllis Dial, City Clerk